

SEALED

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA

OCT 15 2014

Phil Lombardi, Clerk
U.S. DISTRICT COURT

| | | |
|---------------------------|---|--|
| UNITED STATES OF AMERICA, |) | Case No. 14-CR-135-JHP |
| |) | |
| Plaintiff, |) | <u>FILED UNDER SEAL</u> |
| |) | |
| v. |) | <u>SUPERSEDING INDICTMENT</u> |
| |) | [COUNTS 1 through 5: |
| ANTONELLA CARPENTER, |) | 18 U.S.C. § 2314 – Travel Fraud; |
| |) | COUNTS 6 through 39: |
| Defendant. |) | 18 U.S.C. § 1343 – Wire Fraud; |
| |) | COUNTS 40 and 41: 18 U.S.C. |
| |) | §§ 1341 and 2(b) – Mail Fraud; |
| |) | Forfeiture Allegation: 18 U.S.C. |
| |) | § 981(a)(1)(C) and 28 U.S.C. § 2461(c) |
| |) | – Travel Fraud, Wire Fraud and Mail |
| |) | Fraud Forfeiture] |

THE GRAND JURY CHARGES:

COUNTS ONE THROUGH FIVE
[18 U.S.C. § 2314]

1. From in or about November 2006 to in or about December 2012, in the Northern District of Oklahoma and elsewhere, the defendant, **ANTONELLA CARPENTER** (“**CARPENTER**”), having devised and intending to devise the scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises described below (“the Scheme”), knowingly induced persons to travel in interstate commerce in the execution and concealment of the Scheme to defraud those persons of money and property having a value of \$5,000 and more, as follows:

The Scheme

2. It was a part of the Scheme that from in or about November 2006 to in or about December 2012, **CARPENTER** would and did fraudulently use the term "Lase Med" in the names of businesses that she controlled and operated.

a. From in or about April 2007 until in or about December 2008, **CARPENTER** would and did own and fraudulently operate a business named Lase Med, Inc. of Arkansas, in North Little Rock, Arkansas.

b. From in or about January 2009 until in or about December 2012, **CARPENTER** would and did own and fraudulently operate a business named Lase Med, Inc. of Oklahoma in the Northern District of Oklahoma – first in Broken Arrow, then in Owasso.

This Superseding Indictment will refer to **CARPENTER**'s fraudulently operated businesses, including Lase Med, Inc. of Arkansas and Lase Med, Inc. of Oklahoma, collectively as "Lase Med."

3. It was further a part of the Scheme that **CARPENTER** would and did fraudulently promote fraudulent cancer treatments at Lase Med to the public.

4. It was further a part of the Scheme that **CARPENTER**'s fraudulent cancer treatments would and did consist of using lasers to heat cancerous tissue injected by **CARPENTER** with a mixture of saline solution and dye composed of either ordinary food coloring or walnut hull extract.

5. It was further a part of the Scheme that **CARPENTER** would and did call her fraudulent cancer treatments "Light Induced Enhanced Selective Hyperthermia" and "L.I.E.S.H. Therapy."

6. It was further a part of the Scheme that **CARPENTER** would and did fraudulently induce patients who suffered from various forms of cancer to obtain the cancer treatments at Lase Med by means of materially false and fraudulent pretenses, representations, and promises, including but not limited to the following:

- a. It was "cancer's turn to die with the L.I.E.S.H. Therapy";
- b. The L.I.E.S.H. Therapy was 100% effective on any type of tissue;
- c. The L.I.E.S.H. Therapy had absolutely no negative side effects;
- d. The L.I.E.S.H. Therapy was completely non-synergetic (no other treatment required);
- e. Lase Med had been successfully treating patients since the year 2000;
- f. The L.I.E.S.H. Therapy was not an experimental treatment;
- g. The L.I.E.S.H. Therapy was essentially Photo-Dynamic Therapy, which was fully FDA approved, only improved by eliminating the use of drugs and utilizing a proprietary and patented delivery mechanism, which allowed the treatment of larger tumors with 100 % effectiveness;
- h. The L.I.E.S.H. Therapy was a completely natural and safe solution to cancer;

i. The L.I.E.S.H. Therapy did not involve any actual pain, only possible minor discomfort during a session, which was eliminated with the regular use of a local anesthetic;

j. The L.I.E.S.H. Therapy might cause a mild localized tenderness, which disappeared after two days on average, at the same time when its beneficial effects would become noticeable to the patient;

k. Lase Med had been successfully treating patients since the onset of this millennium and continued to send its patients home, free of cancer;

l. The L.I.E.S.H. Therapy did generate, as a side-effect, boosting of the immune system and patients' general well being;

m. The L.I.E.S.H. Therapy killed cancer without personal suffering, mutilation, or poisoning of the patient's entire system;

n. Lase Med could treat all types of skin cancer, breast cancer, glandular sarcoma, tongue cancer, Ewing's tumors, and Kaposi's sarcoma; and,

o. The L.I.E.S.H. Therapy was for all occurrences of cancer, where the malignant growth was within four inches of the surface of the skin.

7. It was further a part of the Scheme that **CARPENTER** would and did fraudulently protect and conceal the fraudulent cancer treatments by lulling patients treated at Lase Med by means of materially false and fraudulent pretenses, representations, and promises, including but not limited to the following:

a. The L.I.E.S.H. Therapy had killed the patients' cancer;

b. Ultrasound tests confirmed the effectiveness of the L.I.E.S.H. Therapy administered to patients;

c. After the L.I.E.S.H. Therapy, patients should not seek examinations and treatments from medical doctors;

d. Physical changes experienced by patients, however painful and distressing, were only indications that their bodies were ridding themselves of cancerous tissue in a natural and normal way that did not require any medical intervention; and,

e. Patients who sought advice and treatment from medical doctors after having receiving the L.I.E.S.H. Therapy were misguided and foolish.

8. It was further a part of the Scheme that **CARPENTER** would and did fraudulently induce patients to travel in interstate commerce to receive the fraudulent cancer treatments at Lase Med.

9. It was further a part of the Scheme that **CARPENTER** would and did fraudulently induce patients to pay more than \$5,000 each to receive the fraudulent cancer treatments at Lase Med.

10. It was further a part of the Scheme that **CARPENTER** would and did pay herself from monies that she fraudulently induced the Lase Med patients to pay.

11. It was further a part of the Scheme that **CARPENTER** would and did pay her family members from monies that she fraudulently induced the Lase Med patients to pay.

12. It was further a part of the Scheme that **CARPENTER** would and did fraudulently promote and protect the fraudulent cancer treatments by means of interstate wire communications, mailings through the United States Postal Service, meetings face-to-face, and documents distributed by various means.

The Interstate Travel

13. On or about the dates stated below, **CARPENTER** knowingly induced persons, known to the Grand Jury and designated below by their initials, to travel in interstate commerce to the Northern District of Oklahoma to defraud those persons of money and property having a value of \$5,000 and more:

| Count | Date | The Interstate Travel |
|-------|----------|--|
| 1 | 08/30/09 | Travel from Colorado to the Northern District of Oklahoma by R.B. |
| 2 | 09/27/09 | Travel from California to the Northern District of Oklahoma by M.W. and N.W. |
| 3 | 11/27/09 | Travel from California to the Northern District of Oklahoma by M.W. and N.W. |
| 4 | 12/14/09 | Travel from Massachusetts to the Northern District of Oklahoma by C.T. |
| 5 | 06/18/12 | Travel from Arkansas to the Northern District of Oklahoma by D.M. and G.M. |

All in violation of Title 18, United States Code, Section 2314.

COUNTS SIX THROUGH THIRTY-NINE
[18 U.S.C. § 1343]

14. The allegations of Counts One through Five of this Superseding Indictment are incorporated in these Counts by reference and "the Scheme," as that term is used in these Counts, is the same as the Scheme described in the allegations incorporated herein by reference.

15. From in or about November 2006 to in or about December 2012, in the Northern District of Oklahoma and elsewhere, the defendant, **ANTONELLA CARPENTER** ("**CARPENTER**"), having devised and intending to devise the Scheme, knowingly caused writings, signs, signals, pictures, and sounds to be transmitted by means of wire communications in interstate commerce for the purpose of executing the Scheme, as follows:

The Wire Communications

16. On or about the dates stated below, **CARPENTER** knowingly caused the wire communications described below, involving patients known to the Grand Jury and designated by their initials, to be transmitted in interstate commerce:

| Count | Date | Wire Communication |
|--------------|-------------|---|
| 6 | 08/31/09 | Payment of \$14,400.00 for the treatment of Lase Med patient R.B. by Mastercard number xxxx0616 |
| 7 | 09/28/09 | Payment of \$9,600.00 for the treatment of Lase Med patient M.W. by Visa card number xxxx0621 |
| 8 | 10/06/09 | Payment of \$6,400.00 for the treatment of Lase Med patient M.W. by Visa card number xxxx9066 |
| 9 | 10/13/09 | Payment of \$3,200.00 for the treatment of Lase Med patient M.W. by Visa card number xxxx0621 |
| 10 | 12/07/09 | Payment of \$4,800.00 for the treatment of Lase Med patient M.W. by Visa card number xxxx0621 |

| Count | Date | Wire Communication |
|-------|----------|---|
| 11 | 12/08/09 | Email from Lase Med to patient C.T. in Massachusetts |
| 12 | 12/08/09 | Email from patient C.T. in Massachusetts to Lase Med |
| 13 | 12/09/09 | Email from Lase Med to patient C.T. in Massachusetts |
| 14 | 12/15/09 | Email from Lase Med to patient C.T. in Massachusetts |
| 15 | 01/07/10 | Email from patient R.B. and spouse in Colorado to CARPENTER |
| 16 | 01/10/10 | Email from CARPENTER to patient R.B. and spouse in Colorado |
| 17 | 01/20/10 | Email from patient M.W. in California to CARPENTER |
| 18 | 01/21/10 | Email from CARPENTER to patient M.W. in California |
| 19 | 03/15/10 | Email from Lase Med to patient C.T. in Massachusetts |
| 20 | 04/14/10 | Email from Lase Med to patient C.T. in Massachusetts |
| 21 | 09/17/10 | Email from Lase Med to patient C.T. in Massachusetts |
| 22 | 10/12/10 | Email from Lase Med to federal agent identified as "Chris Wilson" in Kansas |
| 23 | 10/18/10 | Email from Lase Med to patient C.T. in Massachusetts |
| 24 | 11/03/10 | Email from CARPENTER to patient C.T. in Massachusetts |
| 25 | 04/21/11 | Email from Lase Med to patient C.T. in Massachusetts |
| 26 | 10/21/11 | Email from Lase Med to patient C.T. in Massachusetts |
| 27 | 12/07/11 | Email from Lase Med to federal agent identified as "Chris Wilson" in Kansas |
| 28 | 12/08/11 | Email from CARPENTER to federal agent identified as "Chris Wilson" in Kansas |
| 29 | 12/12/11 | Telephone call between CARPENTER and federal agent identified as "Mary Hart" in Kansas |
| 30 | 12/14/11 | Email from Lase Med to federal agent identified as "Chris Wilson" in Kansas |

| Count | Date | Wire Communication |
|-------|----------|---|
| 31 | 12/15/11 | Email from CARPENTER to federal agent identified as "Chris Wilson" in Kansas |
| 32 | 12/19/11 | Email from CARPENTER to federal agent identified as "Chris Wilson" in Kansas |
| 33 | 06/01/12 | Email from Lase Med to federal agent identified as "Chris Wilson" in Kansas |
| 34 | 06/01/12 | Email from Lase Med to federal agent identified as "Joyce Crutchfield" in Kansas |
| 35 | 06/05/12 | Telephone call between CARPENTER and federal agent identified as "Chris Wilson" in Kansas |
| 36 | 06/10/12 | Email from Lase Med to patient C.T. in Massachusetts |
| 37 | 07/13/12 | Email from Lase Med to patient C.T. in Massachusetts |
| 38 | 07/19/12 | Email from patient C.T. in Massachusetts to Lase Med |
| 39 | 07/19/12 | Email from Lase Med to patient C.T. in Massachusetts |

All in violation of Title 18, United States Code, Section 1343.

COUNTS FORTY AND FORTY-ONE
[18 U.S.C. §§ 1341 and 2(b)]

17. The allegations of Counts One through Thirty-Nine of this Superseding Indictment are incorporated in these Counts by reference and “the Scheme,” as that term is used in these Counts, is the same as the Scheme described in the allegations incorporated herein by reference.

18. From in or about November 2006 to in or about December 2012, in the Northern District of Oklahoma, the defendant, **ANTONELLA CARPENTER** (“**CARPENTER**”), having devised and intending to devise the Scheme, knowingly caused to be placed, in a post office and authorized depository for mail matter, matter and things to be sent and delivered by the United States Postal Service for the purpose of executing the Scheme and attempting so to do, as follows:

The Mailings

19. On or about the dates stated below, **CARPENTER** knowingly caused the mail matter described below to be placed in a post office and authorized depository for mail to be delivered to the person designated below:

| Count | Date | Mailing |
|--------------|-------------|---|
| 40 | 10/13/10 | Envelope addressed to “Chris Wilson” in Missouri and containing information about Lase Med |
| 41 | 06/06/12 | Envelope addressed to “Joyce Crutchfield” in Kansas and containing information about Lase Med |

All in violation of Title 18, United States Code, Sections 1341 and 2(b).

FORFEITURE ALLEGATION
[18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

The allegations contained in Counts One through Forty-One of this Superseding Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).


Upon conviction of the travel fraud, wire fraud and mail fraud scheme alleged in Counts One through Forty-One of this Superseding Indictment, as part of her sentence, the defendant, **ANTONELLA CARPENTER**, shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to such scheme. A criminal forfeiture money judgment shall also be entered in a sum of money in an amount of at least \$1,102,160 representing proceeds obtained as a result of such scheme.

Pursuant to Title 21, United States Code, Section 853(p), as adopted by Title 28, United States Code, Section 2461(c), the defendant shall forfeit substitute property, up to the value of the property described above if, by any act or omission of the defendant, the property described above, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty.

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28,
United States Code, Section 2461(c).

DANNY C. WILLIAMS, SR.
UNITED STATES ATTORNEY

A TRUE BILL



KEVIN C. LEITCH
Assistant United States Attorney

/s/ Grand Jury Foreperson
Grand Jury Foreperson